

101031

SETTLEMENT AGREEMENT

This Settlement Agreement made this 25th day of July 1995, by and between Bernard C. Dietz, Esquire, duly authorized representative of Soo Man Lee, T/A Darby's Market located at 1136 Florida Avenue, N.E. (applicant and party of the first part) and Rev. Michael V. Kelsey, Sr. and Mr. Alfonzo Williams, on behalf of themselves and on behalf of the New Samaritan Baptist Church, Protestors and parties of the second part.

WHEREAS, the applicant has filed an application with the District of Columbia Alcoholic Beverage Control Board ("ABC Board") for renewal of a Class B Retailer's License for premises at 1136 Florida Avenue, N.E.;

WHEREAS, the Protestors have filed before the ABC Board a protest opposing the renewal of referenced application, initiating a protest proceedings before the ABC Board in Case No. 10103-95001P;

WHEREAS, in recognition of the ABC Board's policy of encouraging parties to protest proceedings to settle their differences by reaching voluntary agreements, the parties hereto are desirous of voluntarily entering into an agreement whereby, subject to the approval of the ABC Board,

the applicant will agree to adopt certain measures to address the Protestors' concerns, and the Protestors will withdraw the protest presently pending before the ABC Board in Application No. 10103-95001P;

WHEREAS, given the desire and the understanding that the owner of Darby's Market wishes to work with the Protestors and become a part of the community to assist in solving some of the problems present in the neighborhood, particularly those attributable to the operation of an alcoholic beverage establishment in a residential neighborhood and near a church;

WHEREAS, the Protestors seek to encourage those merchants who are willing to work with the Protestors to improve the quality of life of the residents in the neighborhood and ensure the safety of the neighborhood and the members of and visitors to the New Samaritan Baptist Church; and,

NOW, THEREFORE, in consideration of mutual covenant and undertakings memorialized herein, the parties hereby agree as follows:

1. Applicant shall maintain operating hours that terminate no later than 9:00 p.m., Sunday through Thursday, and 10:00 p.m. on Friday and Saturday;

2. Beer shall be sold in complete six packs, except 24 ounces and larger containers may be sold singularly. Otherwise, there shall be no sales of single beers, or splitting of six packs. Wine coolers shall be sold in complete four packs, and there shall be no sales of single wine coolers or splitting of four packs.

3. Applicant shall not sell fortified wines, and shall sell only "light wines" as the term is defined in the District of Columbia Alcoholic Beverage Control Act.

4. Applicant shall not sell any alcoholic beverage to any person who, in applicant's or sales person's judgment, is inebriated.

5. Applicant agrees that each person selling alcoholic beverages on the premises will undergo training with the Training for Intervention Procedures by Servers of Alcohol (TIPS) Program or similar program approved by the ABC Board.

6. Applicant shall not sell cigarette rolling papers which are not packaged with smoking tobacco, nor any "drug paraphernalia" as the term is defined in the District of Columbia Criminal Code.

7. Applicant shall not display advertisements for the sale of alcohol or tobacco products on any exterior of the establishment and no new signs without prior approval of a committee of three persons appointed by the pastor of New Samaritan Baptist Church.

8. Applicant agrees to pick up trash and rubbish outside the premises at least three times a day, will not allow trash to accumulate inside or outside of the premises, and will have regular trash pick up from the premises.

9. Applicant shall maintain no loudspeaker on the exterior of premise.

10. Applicant shall not sell any alcoholic beverage to any person under the age of twenty-one (21), and shall demand proper identification of anyone who appears, in the applicant's judgment, to be under that age.

11. Applicant shall place "No Loitering" signs on the exterior of the premises and if applicant or salespersons observe loiters on the outside of the premises will contact the Metropolitan Police Department.

12. Applicant shall not place or maintain public telephones on the exterior of the premises.

13. Applicant agrees to meet with a committee of the church at least quarterly, or more frequently upon the request of either party. Should the protestors determine that the problems, including those relating to loitering, rowdy behavior, public drunkenness and the accumulation of trash, occur during the implementation of this agreement, ~~those matters that pertain to the hours of operation and the sale of beer and wine in containers larger than 24 ounces, shall be reopened.~~

The parties may seek redress from the Board.

14. Any violation of applicable alcoholic beverage control laws or regulations shall also constitute a violation of this voluntary agreement.

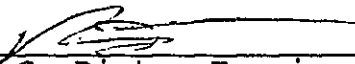
15. In the event that applicant transfers the license, or adopts any change in the nature of the operation constituting a "substantial change," as that term is defined in 23 DCMR § 505, applicant shall notify the New Samaritan Baptist Church, no less than 30 days before consummating such transfer or substantial change.

License Renewal. Applicant agrees to notify Protestors, Rev. Michael V. Kelsey, Sr., Pastor, New Samaritan Baptist Church and Mr. Alfonzo Williams of any application for renewal of its Class B license. All communication to the Alcoholic Beverage Control Board will be simultaneously provided to the New Samaritan Baptist Church, to the attention of Rev. Michael V. Kelsey, Sr., 1100 Florida Avenue, N.E., Washington, DC 20002. All communication to the applicant or the Alcoholic Beverage Control Board sent by the protestors will be provided to Bernard C. Dietz, Esquire, as representative of the applicant.


Withdrawal of Protests. The Protestors hereby withdraw their protest of the Applicant's Application for renewal of a Class B License and agree to provide whatever further evidence of said withdrawal that may be required by the ABC Board.

Binding Effect. This Settlement Agreement shall be binding upon and enforceable against the applicant and all successors and assigns of the Applicant.

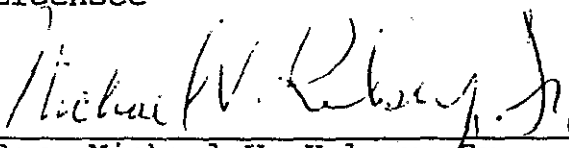
This Agreement shall take effect immediately upon the withdrawal of the Protestors' protest of the applicant's application for renewal of the Class B license, and shall be binding for any renewal period through September 1998.


Bernard C. Dietz, Esquire
Duly Authorized
Representative for Soo Man Lee,
T/A Darby's Market

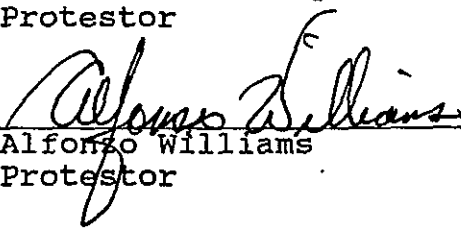
7-24-95
Date

* 
Soo Man Lee
Licensee

7. 21. 95
Date


Rev. Michael V. Kelsey, Sr.
Pastor,
New Samaritan Baptist Church
Protestor

7/25/95
Date


Alfonso Williams
Protestor

7/25/95
Date

I, DUK SANG, 1/1, do hereby attest that I am
fluent in both the English and Korean language. I have
translated the foregoing Voluntary Agreement to SOO MAN LEE.
With the assistance of Bernard C. Dietz, Esquire, the terms and
conditions of this Agreement were explained in detail to Soo Man
Lee and he has assured me that he has a complete understanding of
the Agreement.

Duk Sang Yi
NAME

1608 SPOTSWORTH WAY
ADDRESS SILVER SPRING MD
(301) 384-1836 20905
TELEPHONE NUMBER

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing cover letter and Settlement agreement was sent by regular mail, postage prepaid, this 25th of July 1995, to the following:

Bernard C. Dietz, Esquire
1001 Connecticut Avenue, N.W.
Suite 219
Washington, D.C 20036

7/25/95
Date

Sara B. Rearden
Sara B. Rearden, Esquire